

Poudre Canyon Fire Protection District Regular Meeting  
Of the  
Board of Directors

March 20 2024 – 7:00 pm Station 2

Call to Order:

The meeting was called to order by President David Bliss at 7:00 pm. Bette Blinde, Bob Busch, Paul McGraw and Dan Bond were present. Additionally, Chief Hugh Collins, Paula Collins and Curtis Samples attended along with 11 guests including Old Poudre City (OPC) representatives.

Minutes Approval:

Copies of November's Minutes were available online for board members to evaluate. Motion to approve made by Bette Blinde and seconded by Paul McGraw, passed 5-0.

Treasurer's report:

Bette Blinde reported that the monthly income was \$14,208.57, operating expenses was \$11,590.73, and ordinary income was \$2,617.94. Motion to approve made by Dan Bond and seconded by Bob Busch, passed 5-0.

Unfinished business:

Well check for community: Well test bottles and their paperwork are available at the Community Building. The bottles and a check for the test will be picked up on March 26 at 10:00 am at the Upper Community Building and at the Lower Community building, on the way to deliver the samples to Weld county for analysis.

New business:

Poudre Canyon Wildfire Alliance: Greg Venette presented information about the Alliance. Stating that the local community should talk up the need mitigate area properties. Ambassadors are available to assess property owner's land for ways to mitigation and harden homes. The cost is free and if mitigation is needed, some grants funds are available to help with the costs. Right now the district has \$15,000 available that must be spent before the end of August. The district also received a grant for \$20,000 to continue the Ambassador program and provide this service to homeowners for three years. More information is available on the PCFPD web site.

Streamline update: Bob Busch agreed to make sure the web sight meets accessibility requirements, and that we are now in 100% compliance.

Memorandum Of Understanding (MOU): Dan Bond Moved to accept the MOU

discussed at an earlier Executive board meeting held at 5:30 pm, Paul McGraw second passed 5-0. Sandra Lundt spoke about the 6 months she and Bette Blinde spent working on the MOU and how happy they are to have an understanding that will last 10 years.

Additional reports:

Chief: Reported: 5 calls in February. Fabricated and installed scene lights for E641 and E611, working on scene lights for E631. Received 4 new pagers. NLCERA Mutual Aid agreement was signed by all parties except Wellington, scheduled Black's Glass to service Community Center front door on 3/29

EMS: Nothing to report

Station 1: Now has someone to maintain their vehicles

Station 2: A weather station was donated to the building installation within two weeks

Station 3: Nothing to report

Station 4: Livermore Engine 1 is still stored at Station 4 until the new Livermore Station is built.

CLPFEG: The Board received their financial report.

Building report: A new flag was purchased and has been installed

Adjournment:

Paul McGraw moved to adjourn, second Dan Bond, motion passed 5-0 at 7:38 pm

Submitted by Bob Busch Busch, Secretary

Memorandum of Understanding  
Between  
Old Poudre City, Inc.  
And  
Poudre Canyon Fire Protection District

A 99-year ground lease between Old Poudre City, Inc. (OPCI) and Poudre Canyon Fire Protection District (PCFPD) was signed 5/24/2010. The Community Center/Firehouse Complex was officially completed and occupied 4/14/2011 and is a shared facility. A 'shared facility' is one that can be used by any member of the community or fire district. This may include but is not limited to community meetings, lectures open to the public, and group activities.

OPCI owns the land upon which the shared facility resides. PCFPD owns the building. The building was paid for by a fire district mill levy increase and by grants. By voting for a mill levy increase to build new facilities, the taxpayers entrusted to the fire district the responsibility for building and maintaining district facilities. The shared facility refers only to the Community Center portion of the facility. The fire bay and offices (Fire Station #2) are strictly for the use of PCFPD. If changes are made to the Community Center such as access, security systems, appliances, equipment, furniture, fixtures or the structure itself, the parties will discuss and use best efforts to agree upon changes before those changes are made, working towards the best possible outcome.

OPCI agrees liability insurance on the Eggers Schoolhouse should be in effect, and that further conversation concerning insurance will take place to determine the best way to accomplish this.

For a period of ten years from the Effective Date as set forth below, PCFPD agrees to maintain the Community Center/Firehouse Complex at no cost to OPCI or other groups using the facility. If there is a need to come together prior to the ten-year anniversary of the signing of this document that option remains open. Building utilities, maintenance and insurance expenses will be paid by PCFPD. At the end of each fiscal year, PCFPD will provide a yearly report of expenditures by putting the yearly profit and loss statement on their website and also presented at the January PCFPD Board Meeting. OPCI, UPCA, Poudre Canyon Chapel and other groups using the facility, will determine how much they can contribute towards those expenses. At the end of the ten-year period, PCFPD and OPCI will review this agreement and make any changes deemed necessary. By mutual agreement this MOU can be extended in five years increments. Every effort will be made to promote and to maintain understanding, cooperation and goodwill between the two parties.

It is agreed upon by both parties that an individual Building Manager will be hired at the sole expense of PCFPD to manage both sides of the building. This individual will be responsible for landscape upkeep and building cleaning, Community Center access, alerting the Board of the PCFPD to maintenance needs and maintaining a calendar for use of the Community Center [See attached job description.] An OPCI representative and representative from the Fire Department will vet people applying for the position of Building Manager. This team will make recommendations to the Fire Board on who they recommend be hired for the position. The final decision on who should be hired is the responsibility of the Fire District Board.

Donations and fees received through use of the Community Center will go to the PCFPD to offset utility and insurance costs. If any one living outside the district boundary (private party) wants to utilize the Community Center, they will need to carry their own liability insurance and provide a copy to the Building Manager. If either the Fire Board and/or OPCI feels that a fee and/or damage deposit should be charged to a particular private party, the private party shall pay those amounts for use of the Community Center based on a fee set by PCFPD.

If an event is not open to the public, those using the room will need to fill out a use agreement form before approved use of the Community Center. The event may be subject to liability insurance and a fee.

The Building Committee is a sub-committee of OPCI. The Building Committee is made up of representatives from the Fire Board, OPCI Board, Chapel Board, UPCA Board and a member at large. Each representative will be appointed by their board as needed. The at large member will be appointed by OPCI and the PCFPD Board. If at all possible, this at-large member will come from the business community. Members of the Building Committee are appointed by their respective boards taking into consideration the importance of being available to the community while they serve. (Full time residents are preferable.)

The Building Committee will be advisory in nature to the Building Manager. The Building Committee will be available to consult and assist the Building Manager on successfully completing management tasks if needed. If at any time the Building Manager resigns, is asked to step down, or temporarily on leave, the Building Committee and the Fire Board will cover the responsibilities until the Building Manager is back or a new Building Manager is hired.

PCFPD may use the Community Center portion of the facility for its purposes such as training and meetings but shall schedule all such use in advance with the designated Building Manager. OPCI as well as all other community groups may use the Community Center portion of the facility for their purposes but shall schedule such use in advance with the designated Building Manager. Each group using the Community Center shall be responsible for clean up and any damages.


Through its use of the facility, neither OPCI, or any other group using the facility, shall block PCFPD's emergency equipment or personnel from entry or exit from the facility.

In times of emergency as declared by PCFPD or other civil authorities the entire facility may be used as needed as an emergency shelter, command center, staging area, etc. PCFPD, OPCI, and other groups using the facility shall cooperate with such uses.

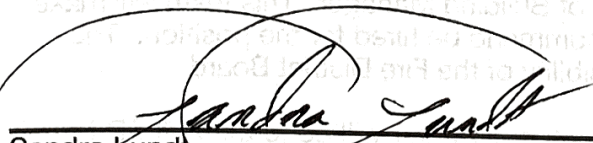
There shall be open communication between the Board of Directors of OPCI, and the Board of Directors of PCFPD. At the request of either of these boards, a member of the other board will be present at scheduled meetings in an effort to inform and keep communication lines open.

Both parties will diligently comply with all requirements and regulations to maintain themselves in proper, current and on-going existence.

Effective as of March 20, 2024 (the "Effective Date")

  
David Bliss  
PCFPD President

3-20-2024  
Date

  
Sandra Lundt  
OPCI President

3-20-24  
Date